

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

BRANCH BANKING AND TRUST
COMPANY

Plaintiff,

v.

RE REZ L.P. AND
DEBRA PETERNANA,

Defendants.

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Civil Action No. 4:19-cv-630-RWS-KPJ

ORDER

The above-entitled and numbered action was referred to a United States Magistrate Judge pursuant to 28 U.S.C. § 636. On January 8, 2021, the Magistrate Judge entered proposed findings of fact and recommendations (the “Report”) (Docket No. 28) that Plaintiff Branch Banking and Trust Company n/k/a Truist Bank’s (“Plaintiff”) Amended Motion for Default Judgment Against Re Rez LP (the “Amended Motion Against Re Rez”) (Docket No. 25) be granted in part and denied in part.

In the Report, the Magistrate Judge also proposed findings of fact and recommendations that Plaintiff’s Amended Motion for Entry of Agreed Final Judgment Against Debra Peternana (the “Amended Motion Against Peternana”) (Docket No. 26) be granted. *See* Docket No. 28. No objections to the Report have been filed.

Because no objections to the Magistrate Judge’s Report have been filed, neither party is entitled to *de novo* review by the District Judge of those findings, conclusions and recommendations, and except on grounds of plain error, they are barred from appellate review of the unobjected-to factual findings and legal conclusions accepted and adopted by the District Court. *Douglass v. United Servs. Auto. Assoc.*, 79 F.3d 1415, 1430 (5th Cir. 1996) (en banc),

superseded by statute on other grounds, 28 U.S.C. § 636(b)(1) (extending time to file objections from ten to fourteen days). Nonetheless, the Court has reviewed the Amended Motion Against Re Rez (Docket No. 25), the Amended Motion Against Peternana (Docket No. 26) and the Magistrate Judge's Report (Docket No. 28) and agrees with the Report. *See United States v. Raddatz*, 447 U.S. 667, 683 (1980) (“[T]he statute permits the district court to give the magistrate’s proposed findings of fact and recommendations ‘such weight as [their] merit commands and the sound discretion of the judge warrants.’”) (quoting *Mathews v. Weber*, 423 U.S. 261, 275 (1976)). Accordingly, it is hereby

ORDERED that the Magistrate Judge’s report and recommendation (Docket No. 28) is **ADOPTED** as the opinion of this Court. Plaintiff’s Amended Motion Against Re Rez (Docket No. 25) is **GRANTED-IN-PART** and **DENIED-IN-PART** as follows:

Plaintiff’s Amended Motion Against Re Rez (Docket No. 25) is **GRANTED** as to Defendant Re Rez LP’s (“Re Rez”) liability to Plaintiff for Plaintiff’s “Breach of the Note” and “Breach of Line of Credit” claims. The Court enters **DEFAULT JUDGMENT** in favor of Plaintiff against Re Rez for Plaintiff’s “Breach of the Note and “Breach of the Line of Credit” claims.

Re Rez is **ORDERED** to pay Plaintiff in the amount of \$38,047.74 for Plaintiff’s “Breach of the Note” claim.

Re Rez LP is **ORDERED** to pay Plaintiff in the amount of \$69,720.23 for Plaintiff’s “Breach of Line of Credit” claim.

Plaintiff’s prayer for pre-judgment interest, as requested, is **DENIED**. It is **ORDERED** that Re Rez is to pay Plaintiff pre-judgment interest at a rate of five percent (5%), accruing from August 12, 2019, until the day before entry of final judgment. It is **FURTHER ORDERED** that the pre-judgment interest rate shall be computed as simple interest, not compound interest.

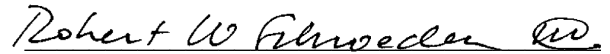
Plaintiff's prayer for post-judgment interest is **GRANTED**. It is **ORDERED** that Re Rez pay Plaintiff post-judgment interest, to be calculated at the applicable federal rate under 28 U.S.C. § 1961. Plaintiff's prayer for attorneys' fees and costs is **GRANTED**. It is **ORDERED** that Re Rez shall pay Plaintiff in the amount of \$8,317.80 in attorneys' fees and costs.

Plaintiff's request for conditional fees is **DENIED WITHOUT PREJUDICE**.

Additionally, Plaintiff's Amended Motion Against Peternana (Docket No. 26) is hereby **GRANTED**. The Court enters **AGREED FINAL JUDGMENT** with respect to Plaintiff's claims against Defendant Debra Peternana ("Peternana"). Accordingly, it is

ORDERED that Peternana shall pay Plaintiff \$124,214.93.

So ORDERED and SIGNED this 5th day of March, 2021.


ROBERT W. SCHROEDER III
UNITED STATES DISTRICT JUDGE